III. REMARKS

Claims 1-12 and 14-16 are pending in this application. Claims 13 and 15 were previously cancelled. By this amendment, claims 1, 14 and 16 have been amended. Applicants do not acquiesce in the correctness of the rejections and reserves the right to present specific arguments regarding any rejected claims not specifically addressed. Further, Applicants reserve the right to pursue the full scope of the subject matter of the original claims in a subsequent patent application that claims priority to the instant application. Reconsideration in view of the following remarks is respectfully requested.

In response to the Office's "Response to Amendment and Arguments" section in the Office Action, Applicants respectfully contend that "the features upon which applicant relies" were not those that were stated and quoted in Office Action; but *were*, in fact, verbatim quotations of steps c and f of claim 1 (*see* Amendment of 11/18/05, page 8, lines 1-5). Applicants admit that in the supporting argument additional phraseologies were used in an effort to illustrate that even, perhaps, broader elements/aspects than those in claim 1 were neither taught nor suggested in the cited art. This, perhaps, led to a misunderstanding. In either event, Applicants provide herein, what is believed to be, more concise points and arguments.

In the Office Action claim 1, 14 and 16 are rejected under 35 USC 112, second paragraph, as being invalid based on the use of the phrase "such as". In reply, Applicants have amended claims 1, 14 and 16; and, accordingly request withdrawal of the rejection.

In the Office Action, claims "1-1, 14 and 16" (sic) are rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Stefik *et al.* (US. Patent No. 6,236,971), hereinafter "Stefik", in view of Griswold (U.S. Patent No. 5,940,504), hereinafter "Griswold".

Regarding claim 1, Applicants respectfully request withdrawal of the rejection because the Examiner has not made the requisite showing of a *prima facie* case of obviousness. Assuming *arguendo* that it may be obvious to combine Stefik and Griswold, the cited combination still does not teach, or suggest, each and every element of claim 1, as is required by 35 U.S.C. §103(a).

Specifically, the combination does not teach, or suggest, *inter alia*, "accumulation of the payment tokens received from the client in a pay-for-each-packet-received-as-acknowledged-by-the-client mode of operation", as in claim 1, as amended. The Office admits that Stefik does not disclose this aspect (above), but again cites Col. 4, lines 37-40, in Griswold for supporting disclosure of this element. (Page 4, last paragraph).

Portions of Griswold from Col. 3, lines 34-40, read as follows:

> A licensed product as in the present invention generates a request datagram after each period of product use. The number of request datagrams received by the licensor can be used to bill the licensee. For example, if datagrams are sent after every hour of product use, the licensee will be billed for the amount equal to the number of request datagrams received by the licensor multiplied by the hourly rate.

Interpreting Griswold only for the purposes of this response, Applicants submit that, to the contrary, that billing a licensee an amount equal to the number of request datagrams received by the licensor multiplied by the hourly rate is *not* the same, nor equivalent to, "accumulation of the payment tokens received from the client in a pay-for-each-packet-received-as-acknowledged-by-the-client mode of operation", as in claim 1, as amended. Clearly, the system in Griswold does not teach, suggest, or pertain, to *inter alia* the "mode" of operation employed in the present invention.

By way of example only, in Griswold the licensed product 1, which includes a data portion 1B, is, in fact, located *at the licensee's site*. (See e.g., Fig. 1, Col. 5, lines 19-20). That is, in Griswold, there is not any type of delivery of content of digital work across a communication channel, as in the present invention. Further, it is illogical to then suggest that Griswold could teach, or suggest, *inter alia* any type of "pay-for-each-packet-*received*-as-acknowledged-by-the-client mode of operation" (emphasis added). A portion of Griswold, in describing the use of its request datagrams 3 states "[i]t is noted that request datagrams 3 are periodically sent while product 1 is in *use*. Thus, the history of license datagrams in record 6 provides means for measuring the duration of *use* of product 1." (Col. 5, lines 56-60)(emphasis added).

It appears the Office is improperly suggesting that the periodic sending of "request datagrams 3" over time while a licensee is *using* a licensed product at the licensee's own site (yet not, *inter alia*, receiving via transmission over a communication channel and acknowledging), in Griswold, anticipates step f) of claim 1, of the present invention. In sum, Griswold does not teach or suggest, "accumulation of the payment tokens received from the client in a pay-for-each-packet-received-as-acknowledged-by-the-client mode of operation", as in claim 1, as amended.

Further, Stefik does not remedy this glaring deficiency in Griswold. Therefore, Applicants respectfully request withdrawal of the rejection of claim 1.

With respect to dependent claims 2-12, 14, and 16, Applicants herein incorporate the arguments presented above with respect to the independent claim from which the claims depend. The dependent claims are believed to be allowable based on the above arguments, as well as for their own additional features.

IV. CONCLUSION

In light of the above remarks, Applicants respectfully submit that all claims are in condition for allowance. Should the Examiner require anything further to place the application in better condition for allowance, the Examiner is invited to contact Applicants' undersigned representative at the number listed below.

Respectfully submitted,

Date: March 14, 2006

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